

Schedule C-P-1
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

RECEIVED

Supplementary from Information
Page 1 of 4
Schedule C-P

NAME OF COMMITTEE (in full, type or print)

FEC IDENTIFICATION NUMBER

ROMNEY FOR PRESIDENT, INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)

Transaction ID : SCHDC1.001

BANK OF GEORGETOWN

1054 31ST STREET, NW SUITE 18

WASHINGTON

CITY

DC

STATE

20007

ZIP CODE

Back Ref ID:

AMOUNT OF LOAN

20000000.00

INTEREST RATE (APR)

4.50

%

DATE INCURRED OR ESTABLISHED

MM / DD / YYYY
08 / 22 / 2012

DATE DUE

MM / DD / YYYY
02 / 01 / 2013

A. Has loan been restructured?



No



Yes

If yes, date originally incurred:

MM / DD / YYYY

B. If line of credit:

20000000.00

Amount of this draw

20000000.00

Total outstanding balance

C. Are other parties secondarily liable for the debt incurred?



No



Yes

(Endorsers and guarantors must be reported on Schedule C-P.)

D. Are ANY of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?



No



Yes

If yes, specify: CASH ON DEPOSIT

What is the value of this collateral:

20000000.00

Does the lender have a
perfected security interest in it?

No



Yes

E. Are any future contributions or future receipts of interest income,
or future receipts of public financing pledged as collateral for this loan?

No



Yes

If yes, specify:

What is the estimated value?

0.00

A depository account must be established pursuant to

11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established:

MM / DD / YYYY

Location of account:

Date debtor authorized the Secretary of the U.S. Treasury to make
direct deposits of public financing payments to the depository account:

MM / DD / YYYY

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and demonstrate that it assures repayment.

N/A

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G. Type or Print Name of Committee Treasurer

Darrell Crate

Signature of Treasurer

Darrell Crate

Date

MM / DD / YYYY
09 / 05 / 2012

05

2012

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

1. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.
2. The loan was made on terms and conditions (including interest rate) no more favorable at the time that those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
3. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth in 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

Type or Print Name of Authorized Representative

Jeffery Hedderly

TIMOTHY F. VEITH

Title

Vice President

EXECUTIVE VICE PRESIDENT

Signature of Authorized Representative

Jeffery Hedderly

Timothy F. Veith

Date

MM / DD / YYYY
09 / 05 / 2012

05

2012

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement") is made this 21st day of August 2012, by and between ROMNEY FOR PRESIDENT, INC., a Massachusetts non-profit corporation with an office and principal place of business at 585 Commercial Street, Boston, MA 02109 (the "Borrower"), and the BANK OF GEORGETOWN, with offices at 1054 31st Street, NW, Suite 18, Washington, DC 20007 hereinafter called (the "Lender")

RECITALS

A. The Borrower is the principal campaign committee designated to the Federal Election Commission (the "FEC") pursuant to 11 C.F.R. 101.1(a) for the campaign of Willard Mitt Romney for the Presidency of the United States.

B. Borrower has applied to Lender for a revolving loan in the maximum aggregate principal amount of \$20,000,000 to be used by Borrower for the uses specified in this Agreement.

C. Lender is willing to make the revolving loan available to Borrower upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the Loan described below and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Lender and Borrower agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms.

As used in this Agreement, the terms defined in the Preamble and Recitals hereto shall have the respective meanings specified therein, and the following terms shall have the following meanings:

"Assignment of Deposit" means that certain Assignment of Deposit of even date herewith from the Borrower in favor of the Lender, pursuant to which all funds now or hereafter deposited into the Separate Account are assigned to Lender.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State are authorized or required to close.

"Default" means an event which, with the giving of notice or lapse of time, or both, could or would constitute an Event of Default under the provisions of this Agreement.

"Enforcement Costs" means all expenses, charges, costs and fees whatsoever (including, without limitation, reasonable attorney's fees and expenses) of any nature whatsoever paid or

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incurred by or on behalf of Lender in connection with (a) any or all of the Obligations, this Agreement and/or any of the other Financing Documents, (b) the creation, collection, defense or enforcement of this Agreement or any of the other Financing Documents.

"Event of Default" has the meaning described in Section 6.1 (Events of Default).

"FEC" has the meaning set forth in the Recitals to this Agreement.

"FEC Act" means Section 303 of the Federal Election Campaign Act of 1971, as amended.

"Financing Documents" means this Agreement, the Revolving Credit Note, the Assignment of Deposit and any and all other documents, instruments, certificates, agreements, loan agreements, security agreements, assignments, or other contract with or for the benefit of Lender, or securing or evidencing payment of the Obligations, all as the same may be amended, modified, restated, substituted, extended and renewed at any time and from time to time.

"GAAP" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any department, agency or instrumentality thereof.

"Laws" means the collective reference to each and all laws, ordinances, statutes, rules, regulations, orders, injunctions, rule of common law, judicial interpretation, writs, or decrees of any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any department, agency or instrumentality thereof.

"Lien" means any mortgage, deed of trust, grant, pledge, security interest, assignment, encumbrance, judgment, lien, claim or charge of any kind, whether perfected or unperfected, avoidable or unavoidable, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

"Loan" or "Loans" means the Revolving Loan as described in the recitals hereof.

"Minimum Account Balances" means an amount equal to not less than the outstanding Obligations as of the date of any advance made pursuant to this Agreement.

"Obligations" means all present and future indebtedness, duties, obligations, and liabilities, whether now existing or contemplated or hereafter arising, of Borrower to Lender under, arising pursuant to, in connection with and/or on account of the Loan or the provisions of this Agreement and/or any of the other Financing Documents, including, without limitation, the principal of, and interest on, each promissory note evidencing any such indebtedness, duties,

obligations, and liabilities, late charges, fees, Enforcement Costs, expenses (including, without limitation, reasonable attorneys fees).

"Person" means and includes an individual, a corporation, a partnership, a limited liability company, a joint venture, a trust, an unincorporated association, a government or political subdivision or agency thereof or any other organization or entity.

"Post-Default Rate" has the meaning set forth in the Note.

"Revolving Credit Commitment" has the meaning described in Section 2.1.1 (Revolving Loan Amount).

"Revolving Credit Expiration Date" means February 1, 2013.

"Revolving Credit Note" has the meaning described in Section 2.1.2 (Revolving Credit Note).

"Revolving Credit Termination Date" means the earlier of (a) the Revolving Credit Expiration Date, or (b) the date on which the Revolving Credit Commitment is terminated pursuant to Section 6.2 (Rights and Remedies) or otherwise.

"Revolving Loan" has the meaning described in Section 2.1.1 (Revolving Loan Amount).

"State" means the District of Columbia.

"Uniform Commercial Code" means, unless otherwise provided in this Agreement, the Uniform Commercial Code as adopted by and in effect from time to time in the State or in any other jurisdiction, as applicable.

Section 1.2 Accounting Terms and Other Definitional Provisions.

Unless otherwise defined herein, as used in this Agreement and in any certificate, report or other document made or delivered pursuant hereto, accounting terms not otherwise defined herein, and accounting terms only partly defined herein, to the extent not defined, shall have the respective meanings given to them under GAAP. Unless otherwise defined herein, all terms used herein which are defined by the Uniform Commercial Code shall have the same meanings as assigned to them by the Uniform Commercial Code unless and to the extent varied by this Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, subsection, schedule and exhibit references are references to articles, sections or subsections of, or schedules or exhibits to, as the case may be, this Agreement unless otherwise specified. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require. Reference to any one or more of the Financing Documents shall mean the same as the foregoing may from time to time be amended, restated, substituted, extended, renewed, supplemented or otherwise modified.

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ARTICLE II
THE REVOLVING LOAN

Section 2.1 The Revolving Loan.

2.1.1 Revolving Loan Amount.

Subject to and upon the provisions of this Agreement, Lender establishes a revolving credit facility in favor of Borrower (the "Revolving Loan"). The outstanding principal balance of the Revolving Loan shall at no time exceed \$20,000,000. Lender's obligation to make advances under the Revolving Loan shall terminate on the Revolving Credit Termination Date, and following a Default or an Event of Default under this Agreement, may be limited, suspended or terminated at Lender's sole and absolute discretion exercised from time to time. Lender's agreement to make advances of the Revolving Loan subject to the terms of this Agreement is herein called the "Revolving Credit Commitment".

2.1.2 Revolving Credit Note.

Borrower's obligation to repay the advances of the Revolving Loan shall be evidenced by a promissory note dated the same date as this Agreement (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Revolving Credit Note") in substantially the form attached to this Agreement as EXHIBIT A and in the maximum principal amount of \$20,000,000 having repayment terms and interest rate as set forth in the Revolving Credit Note. Subject to the terms and conditions of this Agreement, sums borrowed under the Revolving Loan and repaid may be readvanced.

2.1.3 Loan Fee.

Borrower shall pay to Lender on or before the Closing Date a loan origination fee (the "Loan Fee") in the amount of Eighty Five Thousand Dollars (\$85,000), which fee has been fully earned and is non-refundable.

2.1.4 Revolving Loan Procedures.

Borrower may borrow under the Revolving Loan on any Business Day. Advances under the Revolving Loan shall be deposited to Borrower's demand deposit account with Lender or shall be otherwise applied as directed by Borrower, which direction Lender may require to be in writing. No later than 10:00 a.m. (Eastern Time) on the date of the requested borrowing, Borrower shall give Lender oral or written notice and (if requested by Lender) the purpose of the requested borrowing. Any oral loan notice shall be confirmed in writing by Borrower within three (3) Business Days after the making of the requested Revolving Loan.

2.1.5 Use of Revolving Loan Proceeds.

The proceeds of the Revolving Loan shall be used solely to fund lawful campaign expenses and for no other purpose.

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2.1.6 Lender Advances.

Borrower hereby irrevocably authorizes Lender at any time and from time to time, without further request from or notice to Borrower, to make advances under the Revolving Loan which Lender, in its sole and absolute discretion, deems necessary or appropriate to protect Lender's interests under this Agreement, including, without limitation, advances to cover principal of, and/or interest on, the Loans, the Obligations, Enforcement Costs, and/or any costs, charges, fees (including, without limitation, reasonable attorneys fees), and expenses.

Section 2.2 General Provisions.

2.2.1 Payment Absolute.

All payments of the Obligations, including, without limitation, principal, interest, prepayments, and fees, shall be paid by Borrower without setoff, recoupment or counterclaim to Lender in immediately available funds not later than 12:00 noon, Eastern Time, on the due date of such payment. Alternatively, at its sole discretion, Lender may charge any deposit account of Borrower at Lender or any affiliate thereof with all or any part of any amount due hereunder to the extent that Borrower has not otherwise tendered payment to Lender. All payments shall be applied to the Obligations in such order as Lender may elect.

2.2.2 Liens; Setoff.

Borrower hereby grants to Lender as additional collateral and security for all of the Obligations, a continuing Lien on any and all monies, and other personal property of Borrower and any and all proceeds thereof, now or hereafter held or received by, or in transit to, Lender from, or for the account of, Borrower, and also upon any and all depository accounts (whether general or special) and credits of Borrower, if any, with Lender at any time existing, excluding any depository accounts held by Borrower in its capacity as trustee for Persons who are not affiliates of Borrower. Without implying any limitation on any other rights Lender may have under the Financing Documents or applicable Laws, during the continuance of an Event of Default, Lender is hereby authorized by Borrower at any time and from time to time at Lender's option, without notice to, or consent of, Borrower, to set off, appropriate, seize, freeze and apply any or all items hereinabove referred to against all Obligations then outstanding (whether or not then due), all in such order and manner as shall be determined by Lender in its sole and absolute discretion.

2.2.3 Reduction of Funds in Separate Account.

Notwithstanding anything to the contrary herein or in any of the other Financing Documents, no less than two times per week (or more upon request by Borrower), Lender shall disburse to a deposit account designated by Borrower, all sums in the Separate Account in excess of the Minimum Account Balances as of such time.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows:

Section 3.1 Existence.

The Borrower is the principal campaign committee, as defined in 11 C.F.R. 101.1(a), for Willard Mitt Romney as a candidate; as defined in 11 C.F.R. 100.3, for the Presidency of the United States; that it has filed with the FEC or custodians for the FEC, as designated in the FEC Act, all required registrations and reports in order to be in compliance with applicable requirements of the FEC Act and regulations thereunder.

Section 3.2 Authority and Compliance.

The Borrower hereby warrants and represents that the persons executing this Agreement and the other Financing Documents on its behalf are duly authorized to enter into this Agreement, to issue the Note and the other Financing Documents and to bind the Borrower to perform this Agreement and the other Financing Documents in accordance with its respective terms; that the execution and performance of this Agreement and the other Financing Documents are within the duly authorized powers of the Borrower and do not contravene any law, rule, or regulation applicable to the Borrower, any organizational documents, by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by the FEC or any other Governmental Authority, except for filings of reports or schedules with the FEC subsequent to delivery of this Agreement, and that each of this Agreement and, when issued, the Note and each of the Financing Documents issued by the Borrower, will be valid, legal and binding obligations of the Borrower enforceable in accordance with its respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or laws affecting the rights of creditors generally (including, but not limited to, fraudulent conveyances, transfer and preference laws, laws prescribing limitation periods, and the Uniform Commercial Code).

Section 3.3 No Conflicting Agreements.

There is no organizational or governing document or other document pertaining to the organization, power or authority of Borrower, no provision of any existing agreement, mortgage, indenture or contract binding on Borrower or affecting its property, and no Laws which would conflict with or in any way prevent the execution, delivery or carrying out of the terms of this Agreement and/or any of the other Financing Documents, except to the extent as would not reasonably be expected to have a material adverse effect on Borrower.

Section 3.4 No Defaults.

Borrower is in compliance with its covenants and agreements contained in this Agreement and in the other Financing Documents. No Default or Event of Default has occurred and is continuing.

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Section 3.5 Financial Statements and Other Information.

The financial statements of Borrower heretofore delivered to Lender have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved and fairly present in all material respects Borrower's financial condition as of the date or dates thereof, and there has been no material adverse change in Borrower's financial condition or operations since _____, 201_. To the best of Borrower's knowledge, all factual information furnished by Borrower to Lender in connection with this Agreement and the other Financing Documents is and will be accurate and complete in all material respects on the date as of which such information is delivered to Lender and is not and will not be incomplete by the omission of any material fact necessary to make such information not misleading.

Section 3.6 Information.

The information contained in EXHIBIT B which is attached to and a part of this Agreement, is complete and correct.

Section 3.7 Ownership of Assets.

Borrower has good title to its assets, and its assets are free and clear of Liens.

Section 3.8 Litigation.

There is no proceeding involving Borrower pending or, to the knowledge of Borrower, threatened before any court or other Governmental Authority.

Section 3.9 Taxes and Other Obligations.

All taxes, governmental charges and governmental assessments, indebtedness for borrowed money, leases, and other obligations due and payable by Borrower have been paid or, in the case of taxes, governmental charges and governmental assessments only, are being contested in good faith by appropriate proceedings in accordance with Borrower's covenants in this Agreement and Borrower has filed all tax returns which it is required to file.

ARTICLE IV
CONDITIONS OF LENDING

Section 4.1 Conditions to First Advance.

The making of the initial advance under the Loan is subject to the fulfillment on or before the Closing Date of the following conditions precedent in a manner satisfactory in form and substance to Lender and its counsel:

4.1.1 Opinion of Borrower's Counsel.

Lender shall have received the favorable opinion of counsel for Borrower addressed to Lender.

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4.1.2 Note.

Lender shall have received the Revolving Credit Note, conforming to the requirements hereof and executed by an authorized officer of Borrower and attested by a duly authorized representative of Borrower.

4.1.3 Financing Documents.

Lender shall have received the executed Financing Documents.

4.1.4 Other Documents, Etc.

Lender shall have received such other certificates, opinions, documents and instruments confirmatory of or otherwise relating to the transactions contemplated hereby as may have been reasonably requested by Lender.

4.1.5 Payment of Fees.

Lender shall have received payment of the Loan Fee due on or before the Closing Date.

4.1.6 Reasonable Projections.

Lender shall have received evidence satisfactory to the Lender that the Borrower has received or has a reasonable likelihood of receiving campaign contributions sufficient to meet the Borrower's projections of receipts sufficient to repay the Obligations when due.

4.1.7 Separate Account.

Lender shall have received evidence satisfactory to the Lender that the Borrower has established at the Lender a separate deposit account (the "Separate Account").

4.1.8 FEC Statements.

Lender shall have received evidence a copy of (A) the Borrower's current statement of organization as filed by it with the FEC under the FEC Act and (B) the Borrower's Schedule C-P-1 in the form that will be filed with the FEC.

Section 4.2 Conditions to all Extensions of Credit.

In addition to the requirements set forth in Section 4.1, the making of all advances under the Loan is subject to the fulfillment of the following conditions precedent in a manner satisfactory in form and substance to Lender and its counsel:

4.2.1 Compliance.

Borrower shall have complied and shall then be in compliance with all terms, covenants, conditions and provisions of this Agreement and the other Financing Documents that are binding upon it.

4.2.2 Minimum Account Balances.

Borrower is compliance with the requirements of Section 5.1.4 of this Agreement.

4.2.3 Representations and Warranties.

The representations and warranties contained in Article III (Representations and Warranties) are true and correct as though made on and as of such date.

4.2.4 Default.

No Default or Event of Default has occurred and is continuing.

4.2.5 No Adverse Changes.

There shall have been no material adverse change, as determined by Lender in its reasonable discretion, in the financial condition of Borrower.

Each request for an advance shall be deemed a representation by Borrower that the conditions of this Article have been met.

ARTICLE V
COVENANTS

Until full payment and performance of all Obligations, Borrower covenants and agrees that (without limiting any requirement of any other Financing Document):

Section 5.1 Affirmative Covenants.

5.1.1 Financial Statements and Other Information.

Borrower will furnish to Lender the following, which shall be in form and content satisfactory to Lender:

(a) The Borrower shall promptly deliver to the Lender copies of any financial statements and other reports, agreements, certifications or statements filed with the FEC pursuant to 11 C.F.R. Part 9033 or any other regulations applicable to the Borrower and any orders, certifications or other material documents received by the Borrower from the FEC, including without limitation, the monthly FEC Report of Receipts and Disbursements.

(b) Promptly such additional information, reports and statements respecting the business operations and financial condition of Borrower, from time to time, as Lender may reasonably require.

5.1.2 Accounting; Books and Records.

Borrower will maintain a system of accounting satisfactory to Lender and in accordance with GAAP applied on a consistent basis throughout the period involved.

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5.1.3 Existence and Compliance.

The Borrower agrees that, during the term of this Agreement, it will maintain its present status, as stated in Section 3.1 hereof, under the FEC Act and regulations thereunder; that it will comply with all registration and reporting requirements and all other applicable requirements of the FEC Act and regulations thereunder; that it will maintain casualty and other appropriate insurance of types and in amounts adequate fully to protect its assets and operations; and that it will not remove its office and principal place of operations from the Commonwealth of Massachusetts and will not transfer its financial or other records from that location without the prior written consent of the Lender.

5.1.4 Minimum Account Balances.

The Separate Account shall secure the Obligations pursuant to the Assignment of Deposit. Borrower shall at all times maintain the Minimum Account Balances in the Separate Account.

5.1.5 Deposit Accounts.

The Borrower shall maintain at the Lender all of its operating deposit accounts.

5.1.6 Taxes and Other Obligations.

Borrower will pay when due all of its taxes, other governmental assessments, indebtedness for borrowed money, leases, and other obligations, including, but not limited to, taxes, costs or other expenses arising out of this transaction, as the same become due and payable, except, with respect to taxes and governmental assessments, to the extent the same are being contested in good faith by appropriate proceedings in a diligent manner, no Lien has been imposed with respect thereto, and Lender is satisfied that Borrower at all times has the financial ability to pay the disputed taxes and governmental assessments, with all interest and penalties, without materially and adversely affecting Borrower's financial condition.

5.1.7 Notices.

Borrower will immediately notify Lender in writing of (a) any condition, event or act which comes to its attention that would or might materially and adversely affect Borrower's financial condition or operations or Lender's rights under the Financing Documents; (b) any litigation instituted or threatened against Borrower and of the entry of any judgment or Lien against any of the assets or properties of Borrower where the claims against Borrower exceed One Hundred Thousand Dollars (\$100,000) and are not covered by insurance; (c) any Default or Event of Default, any judicial, administrative or arbitral proceeding pending against Borrower; (d) any judicial or administrative proceeding known by Borrower to be threatened against it which, if adversely decided, could materially adversely affect its financial condition or operations (present or prospective); and (e) the receipt by Borrower of any notice, claim or demand from any Governmental Authority which alleges that Borrower is in violation of any of the terms of, or has failed to comply with any applicable Laws regulating its operation.

Section 5.2 Negative Covenants.

Until full payment and performance of all Obligations, Borrower covenants and agrees that (without limiting any requirement of any other Financing Documents):

5.2.1 Liens.

Borrower will not (a) grant, suffer or permit any Liens, contractual or otherwise, against it or its assets, (b) agree for the benefit of any Person (other than Lender) not to grant a Lien on any of its assets, or (c) fail to pay promptly when due all lawful claims, whether for labor, materials or otherwise.

ARTICLE VI
DEFAULT

Section 6.1 Events of Default.

Borrower shall be in default under this Agreement and under each of the other Financing Documents upon the occurrence of any one or more of the following (each an "Event of Default"; any one or more collectively, "Events of Default"):

(a) there occurs any failure to pay any amounts when due and owing under the Loans or the other Obligations and such failure continues for five (5) days from the due date;

(b) any representation or warranty made in this Agreement or in connection with this Agreement (including, without limitation, any opinion of counsel for Borrower or other obligor to Lender), any of the other Financing Documents, or the Obligations, shall prove to have been false or misleading when made (or, if applicable, when reaffirmed) in any material respect;

(c) Borrower or any other obligor under the Financing Documents fails to timely and properly observe, keep or perform, any term, covenant, agreement or condition in this Agreement or in any of the other Financing Documents and such failure continues unremedied for a period of fifteen (15) days following written notice thereof by Lender to Borrower;

(d) Borrower suspends or terminates its business operations or liquidates, dissolves or terminates its existence;

(e) Borrower is in default under any indebtedness for borrowed money (other than the Loan);

(f) Borrower admits in writing its inability generally to pay its debts as they mature or shall make any assignment for the benefit of any of its creditors;

(g) Borrower commences an action under any federal or state bankruptcy, insolvency, receivership or trustee proceedings or has such an action commenced against it which continues unremedied, undismissed or unstayed for a period of sixty (60) days;

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(h) the determination in good faith by Lender that a material adverse change has occurred in the financial condition of Borrower from the condition set forth in the most recent financial statement of Borrower furnished to the Bank or from the financial condition of Borrower most recently disclosed to Lender in any other manner;

(i) the determination in good faith by Lender that the prospect of payment or performance of any of the Obligations is impaired for any reason; or

Section 6.2 Rights And Remedies.

Upon the occurrence of any Default or Event of Default, Lender may at any time thereafter exercise any one or more of the following rights, powers or remedies:

6.2.1 Acceleration.

Lender may declare the Obligations to be immediately due and payable, notwithstanding anything contained in this Agreement or in any of the other Financing Documents to the contrary, without presentment, demand, protest, notice of protest or of dishonor, or other notice of any kind, all of which Borrower hereby waives. The occurrence or non-occurrence of a default or an event of default under this Agreement or under any of the other Financing Documents shall in no way affect or condition Lender's right to immediate payment at any time of any of the obligations which are payable on demand regardless of whether or not a default or an event of default has occurred.

6.2.2 Further Advances.

Lender may from time to time without notice to Borrower suspend, terminate or limit any further loans or other extensions of credit under this Agreement and under any of the other Financing Documents. Further, upon the occurrence of an Event of Default or Default specified in Section 6.1 (Events of Default), clause (f) or clause (g), the Revolving Credit Commitment and any agreement in any of the Financing Documents to provide additional credit shall immediately and automatically terminate and the unpaid principal amount of the Term Note and the Revolving Credit Note (with accrued interest thereon) and all other Obligations then outstanding, shall immediately become due and payable without further action of any kind and without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower.

6.2.3 Performance by Lender.

If Borrower shall fail to pay the Obligations or otherwise fail to perform, observe or comply with any of the conditions, covenants, terms, stipulations or agreements contained in this Agreement or any of the other Financing Documents, Lender without notice to or demand upon Borrower and without waiving or releasing any of the Obligations or any Default or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Borrower, and may enter upon the premises of Borrower for that purpose and take all such action thereon as Lender may consider necessary or appropriate for such purpose and Borrower hereby irrevocably appoints Lender as its attorney-in-fact to do so, with power of substitution, in the name of Lender or in the name of

Borrower or otherwise, for the use and benefit of Lender, but at the cost and expense of Borrower and without notice to Borrower. All sums so paid or advanced by Lender together with interest thereon from the date of payment, advance or incurring until paid in full at the Post-Default Rate, and all costs and expenses, shall be paid by Borrower to Lender on demand, and shall constitute and become a part of the Obligations.

6.2.4 Other Remedies.

Lender may from time to time proceed to protect or enforce its rights by an action or actions at law or in equity or by any other appropriate proceeding, whether for the specific performance of any of the covenants contained in this Agreement or in any of the other Financing Documents, or for an injunction against the violation of any of the terms of this Agreement or any of the other Financing Documents, or in aid of the exercise or execution of any right, remedy or power granted in this Agreement, the Financing Documents, and/or applicable Laws. Lender is authorized to offset and apply to all or any part of the Obligations all moneys, credits and other property of any nature whatsoever of Borrower now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with, Lender.

ARTICLE VII MISCELLANEOUS

Borrower and Lender further covenant and agree as follows, without limiting any requirement of any other Financing Document:

Section 7.1 Notices.

All notices, requests and demands to or upon the parties to this Agreement shall be in writing and shall be deemed to have been given or made when delivered by hand on a Business Day, or two (2) days after the date when deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, or when sent by overnight courier, on the Business Day next following the day on which the notice is delivered to such overnight courier, addressed as follows:

Borrower: Romney for President, Inc.
585 Commercial Street
Boston, MA 02109
Attn: Katie Biber

Lender: The Bank of Georgetown
1054 31st Street, NW, Suite 18
Washington, DC 20007
Attn: Jeff Hedderly

By written notice, each party to this Agreement may change the address to which notice is given to that party, provided that such changed notice shall include a street address to which notices may be delivered by overnight courier in the ordinary course on any Business Day.

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Section 7.2 Cumulative Rights and No Waiver.

Each and every right granted to Lender under any Financing Document, or allowed it by law or equity shall be cumulative of each other and may be exercised in addition to any and all other rights of Lender, and no delay in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right preclude any other or future exercise thereof or the exercise of any other right. Borrower expressly waives any presentment, demand, protest or other notice of any kind, including but not limited to notice of intent to accelerate and notice of acceleration. No notice to or demand on Borrower in any case shall, of itself, entitle Borrower to any other or future notice or demand in similar or other circumstances expressly required in this Agreement. Without limiting the generality of the foregoing, Lender may proceed against Borrower with or without proceeding against any guarantor, surety, indemnitor or any other Person who may be liable for all or any part of the Obligations.

Section 7.3 Costs, Expenses and Attorney's Fees.

Borrower shall pay to Lender ON DEMAND the full amount of all expenses, charges, costs, taxes, and fees including, without limitation, reasonable outside counsel fees, whether incurred prior to the institution of any suit or other proceeding or otherwise, incurred by or on behalf of Lender in connection with (a) negotiation and preparation of this Agreement and each of the Financing Documents, and (b) Lender's continued administration thereof, and (c) the enforcement or collection of the Obligations and shall also pay to Lender immediately ON DEMAND interest thereon from the date demanded until paid in full at the Post-Default Rate. Lender may, at its option exercised from time to time, make an advance under the Revolving Loan or debit any deposit account of Borrower with Lender to cover in whole or in part any amounts owed under this Agreement.

Section 7.4 Applicable Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the Laws of the State and applicable United States federal law.

Section 7.5 Amendment; Other Provisions.

No modification, consent, amendment or waiver of any provision of this Agreement, nor consent to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender, and then shall be effective only in the specified instance and for the purpose for which given. This Agreement is binding upon and shall inure to the benefit of Borrower and Lender, and their respective successors and assigns; however, no assignment or other transfer of Borrower's rights or obligations hereunder shall be made or be effective without Lender's prior written consent, nor shall it relieve Borrower of any obligations hereunder. There is no third party beneficiary of this Agreement.

Section 7.6 Documents.

All documents, certificates and other items required under this Agreement to be executed and/or delivered to Lender shall be in form and content satisfactory to Lender and its counsel.

Section 7.7 Partial Invalidity.

The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of any Financing Document to any Person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other Persons or circumstances.

Section 7.8 Survivability.

All covenants, agreements, representations and warranties made herein or in the other Financing Documents shall survive the making of the Loans and shall continue in full force and effect so long as any of the Obligations is outstanding.

Section 7.9 Entire Agreement.

This Agreement is intended by Lender and Borrower to be a complete, exclusive and final expression of the agreements contained herein. Neither Lender nor Borrower shall hereafter have any rights under any prior agreements pertaining to the matters addressed by this Agreement but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities under this Agreement.

Section 7.10 Headings.

The headings in this Agreement are included herein for convenience only, shall not constitute a part of this Agreement for any other purpose, and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 7.11 NO ORAL AGREEMENT.

THIS WRITTEN AGREEMENT AND THE OTHER FINANCING DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 7.12 WAIVER OF TRIAL BY JURY.

BORROWER AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS AGREEMENT OR (B) ANY OF THE FINANCING DOCUMENTS. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

This waiver is knowingly, willingly and voluntarily made by Borrower and Lender, and Borrower and Lender hereby represent that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its

effect. Borrower and Lender further represent that they have been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

Section 7.13 Electronic Transmission of Data.

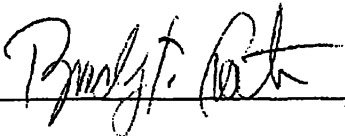
Lender and Borrower agree that certain data related to the Loan (including confidential information, documents, applications and reports) may be transmitted electronically, including transmission over the Internet. This data may be transmitted to, received from or circulated among agents and representatives of Borrower and/or Lender and other Persons involved with the subject matter of this Agreement. Borrower acknowledges and agrees that (a) there are risks associated with the use of electronic transmission and that Lender does not control the method of transmittal or service providers, (b) Lender has no obligation or responsibility whatsoever and assumes no duty or obligation for the security, receipt or third party interception of any such transmission, and (c) Borrower will release, hold harmless and indemnify Lender from any claim, damage or loss, including that arising in whole or part from Lender's strict liability or sole, comparative or contributory negligence, which is related to the electronic transmission of data.

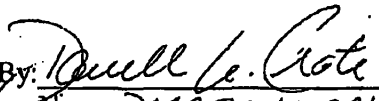
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first above written.

WITNESS OR ATTEST:

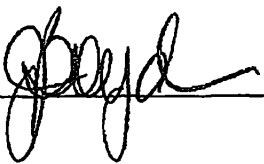
ROMNEY FOR PRESIDENT, INC.

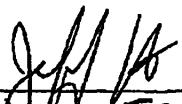


By:  (SEAL)
Name: DARREN W. CATE
Title: TREASURER

WITNESS:

BANK OF GEORGETOWN



By:  (SEAL)
Name: JEFF HEDERLY
Title: SVP

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EXHIBIT A TO LOAN AGREEMENT

REVOLVING CREDIT NOTE

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REVOLVING CREDIT NOTE

\$20,000,000

Washington, D.C.
August 21, 2012

FOR VALUE RECEIVED, ROMNEY FOR PRESIDENT, INC., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Borrower"), promises to pay to the order of BANK OF GEORGETOWN ("Lender"), the principal sum of TWENTY MILLION DOLLARS (\$20,000,000) (the "Principal Sum"), or so much thereof as has been or may be advanced or readvanced to or for the account of the Borrower pursuant to the terms and conditions of the Financing Agreement (as hereinafter defined), together with interest thereon at the rate or rates hereinafter provided, in accordance with the following:

1. Interest.

Commencing as of the date hereof and continuing until repayment in full of all sums due hereunder, the unpaid Principal Sum shall bear interest at the rate of four and one half percent (4.5%) per annum. All interest payable under the terms of this Note shall be calculated on the basis of a 360-day year and the actual number of days elapsed.

2. Payments and Maturity.

The unpaid Principal Sum, together with interest thereon at the rate or rates provided above, shall be payable as follows:

(a) Interest only on the unpaid Principal Sum shall be due and payable monthly, commencing September 1, 2012, and on the first day of each month thereafter to maturity; and

(b) Unless sooner paid, the unpaid Principal Sum, together with interest accrued and unpaid thereon, shall be due and payable in full on the Revolving Credit Expiration Date.

The fact that the balance hereunder may be reduced to zero from time to time pursuant to the Financing Agreement will not affect the continuing validity of this Note or the Financing Agreement, and the balance may be increased to the Principal Sum after any such reduction to zero.

3. Default Interest.

Upon the occurrence of an Event of Default (as hereinafter defined), the unpaid Principal Sum shall bear interest thereafter at a rate four percent (4%) per annum in excess of the rate otherwise applicable to this Note, until such Event of Default is cured (the "Post-Default Rate").

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4. Late Charges.

If the Borrower shall fail to make any payment under the terms of this Note within ten (10) days after the date such payment is due, the Borrower shall pay to the Lender on demand a late charge equal to five percent (5%) of such payment.

5. Application and Place of Payments.

All payments, made on account of this Note shall be applied first to the payment of any accrued and unpaid interest then due hereunder, second to the payment of, the unpaid Principal Sum and the remainder, if any, shall be applied to any late charge due hereunder. All payments on account of this Note shall be paid in lawful money of the United States of America in immediately available funds during regular business hours of the Lender at its principal office at 1054 31st Street, NW, Suite 18, Washington, DC 20007, or at such other times and places as the Lender may at any time and from time to time designate in writing to the Borrower.

6. Prepayment.

The Borrower may prepay the Principal Sum in whole or in part at any time without premium or penalty.

7. Financing Agreement and Other Financing Documents.

This Note is the "Revolving Credit Note" described in a Financing Agreement of even date herewith by and between the Borrower and the Lender (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Financing Agreement"). The indebtedness evidenced by this Note is included within the meaning of the term "Obligations" as defined in the Financing Agreement. The term "Financing Documents" as used in this Note shall mean collectively this Note, the Financing Agreement, the Assignment of Deposit and any other instrument, agreement, or document previously, simultaneously, or hereafter executed and delivered by the Borrower and/or any other person, singularly or jointly with any other person, evidencing, securing, guaranteeing, or in connection with the Principal Sum, this Note and/or the Financing Agreement.

8. Security.

This Note is secured by the Assignment of Deposit described in the Financing Agreement.

9. Events of Default.

The occurrence of any one or more of the following events shall constitute an event of default (individually, an "Event of Default" and collectively, the "Events of Default") under the terms of this Note:

(a) The failure of the Borrower to pay to the Lender when due any and all amounts payable by the Borrower to the Lender under the terms of this Note; or

(b) The occurrence of an event of default (as defined therein) under the terms and conditions of any of the other Financing Documents.

10. Remedies.

Upon the occurrence of an Event of Default, at the option of the Lender, all amounts payable by the Borrower to the Lender under the terms of this Note shall immediately become due and payable by the Borrower to the Lender without notice to the Borrower or any other person, and the Lender shall have all of the rights, powers, and remedies available under the terms of this Note, any of the other Financing Documents and all applicable laws. The Borrower and all endorsers, guarantors, and other parties who may now or in the future be primarily or secondarily liable for the payment of the indebtedness evidenced by this Note hereby severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and non-payment of this Note and expressly agree that this Note or any payment hereunder may be extended from time to time without in any way affecting the liability of the Borrower, guarantors and endorsers.

11. Expenses.

The Borrower promises to pay to the Lender on demand by the Lender all costs and expenses incurred by the Lender in connection with the collection and enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses and all court costs.

12. Notices.

Any notice, request, or demand to or upon the Borrower or the Lender shall be deemed to have been properly given or made when delivered in accordance with the Financing Agreement.

13. Miscellaneous.

Each right, power, and remedy of the Lender as provided for in this Note or any of the other Financing Documents, or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note or any of the other Financing Documents or now or hereafter existing under any applicable law, and the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers, or remedies. No failure or delay by the Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Note or any of the other Financing Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude the Lender from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, the Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to effect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note.

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14. Partial Invalidity.

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

15. Captions.

The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Note.

16. Applicable Law.

The Borrower acknowledges and agrees that this Note shall be governed by the laws of the District of Columbia, even though for the convenience and at the request of the Borrower, this Note may be executed elsewhere.

17. Consent to Jurisdiction.

The Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the District of Columbia over any suit, action, or proceeding arising out of or relating to this Note or any of the other Financing Documents. The Borrower irrevocably waives, to the fullest extent permitted by law, any objection that the Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon the Borrower and may be enforced in any court in which the Borrower is subject to jurisdiction by a suit upon such judgment, provided that service of process is effected upon the Borrower as provided in this Note or as otherwise permitted by applicable law.

18. Service of Process.

The Borrower hereby irrevocably designates and appoints Benjamin L. Ginsberg, Patton Boggs LP, as the Borrower's authorized agent to receive on the Borrower's behalf service of any and all process that may be served in any suit, action, or proceeding instituted in connection with this Note in any state or federal court sitting in the District of Columbia. If such agent shall cease so to act, the Borrower shall irrevocably designate and appoint without delay another such agent in the District of Columbia satisfactory to the Lender and shall promptly deliver to the Lender evidence in writing of such agent's acceptance of such appointment and its agreement that such appointment shall be irrevocable.

The Borrower hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Note by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to the Borrower and (b) serving a copy thereof upon

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the agent hereinabove designated and appointed by the Borrower as the Borrower's agent for service of process. The Borrower irrevocably agrees that such service shall be deemed in every respect effective service of process upon the Borrower in any such suit, action or proceeding, and shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon the Borrower. Nothing in this Section shall affect the right of the Lender to serve process in any manner otherwise permitted by law or limit the right of the Lender otherwise to bring proceedings against the Borrower in the courts of any jurisdiction or jurisdictions.

19. WAIVER OF TRIAL BY JURY.

THE BORROWER AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE BORROWER AND THE LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS NOTE OR (B) THE FINANCING DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE.

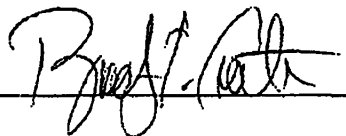
THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE BORROWER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

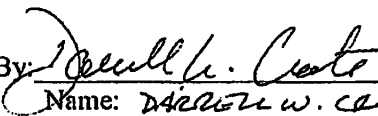
[Signatures appear on the following page]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed under seal
by its duly authorized officers as of the date first written above.

WITNESS OR ATTEST:

ROMNEY FOR PRESIDENT, INC.



By:  (SEAL)
Name: DANIEL W. CARTER
Title: TREASURER

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EXHIBIT B TO LOAN AGREEMENT

Borrower further represents and warrants to Lender as follows:

(a) The exact legal name of Borrower is as stated in the initial paragraph to this Agreement.

(b) Borrower's Federal Tax Identification Number is:

(c) Borrower's chief executive office is:

Romney for President, Inc.
585 Commercial Street
Boston, MA 02109

(d) Borrower in fact manages the main part of its business operations from that address; and it is at that address that persons dealing with Borrower would normally look for credit information.

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Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
The FEC added this page to the end of this filing to indicate how it was received.

☒ Hand Delivered

Date of Receipt

9/20/12

☐ USPS First Class Mail

Postmarked

☐ USPS Registered/Certified

Postmarked (R/C)

☐ USPS Priority Mail

Postmarked

Delivery Confirmation™ or Signature Confirmation™ Label

☐

☐ USPS Express Mail

Postmarked

☐ Postmark Illegible

☐ No Postmark

☐ Overnight Delivery Service (Specify):

Shipping Date

Next Business Day Delivery

☐

☐ Received from House Records & Registration Office

Date of Receipt

☐ Received from Senate Public Records Office

Date of Receipt

☐ Received from Electronic Filing Office

Date of Receipt

☐ Other (Specify):

Date of Receipt or Postmarked

Jm/p

PREPARER

(3/2005)

9/21/12

DATE PREPARED

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